

SERIAL 06074 C Utility Work Vehicle (NIGP 07022)

DATE OF LAST REVISION: September 06, 2006 CONTRACT END DATE: September 30, 2007

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **UTILITY WORK VEHICLE (NIGP 07022)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 14, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
 Jim Hutchinson, Equipment Services
 Kathy Sicard, Materials Management

INVITATION FOR BID FOR:

UTILITY WORK VEHICLE (NIGP CODE 07022)

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for the items specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. One (1) or more **UTILITY WORK VEHICLE(S)** to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix AZ. As covered by the purchase order only. This unit is being purchased for the Maricopa County Flood Control District.

2.0 TECHNICAL SPECIFICATIONS (Minimum)

- 2.1 **Type** – Utility Work Machine, all wheel drive and steering.
- 2.2 **Make / Model** – BOBCAT, 5600 TOOLCAT or equal.
- 2.3 **Operating Weight** – 4000 lb. to 5000 lb. (no attachments)
- 2.4 **Tow Capacity** – Approx. 3500 to 4500 lb.
- 2.5 **Travel Speed:**
 - 2.5.1 Low Range – Min. 10 MPH
 - 2.5.2 High Range – Min. 18 MPH
 - 2.5.3 Reverse – Min. 10 MPH
- 2.6 **Outside Turning Diameter** – 16' to 18'
- 2.7 **Ground Clearance** – Min. 10.2"
- 2.8 **Wheelbase** – Approx. 83" to 86"
- 2.9 **Cargo Box:**
 - 2.9.1 Type – Dump
 - 2.9.2 Box Volume – 2/3-yd (struck)
 - 2.9.3 Box Weight Capacity – 2000 lb.
 - 2.9.4 Box Dimensions – Min. 61" long, 52" wide, 10" deep
 - 2.9.5 Bed Height – From ground, 37"
 - 2.9.6 Lift – Dual hydraulic cylinders
 - 2.9.7 Tailgate / Sides – Pickup style quick-latch drop down tailgate. Bolt-on sides with stake pockets.
 - 2.9.8 Bed Liner – Heavy-duty design, installed.
 - 2.5.9 Headache Rack – Installed in the front of the cargo box.
- 2.10 **Engine:**
 - 2.10.1 Type – Diesel, turbocharged design with automatic glow-plug system.

- 2.10.2 Horsepower – Min. 56
- 2.10.3 Lubrication System- Pressure system with spin-on oil filter.
- 2.10.4 Monitor – Shall be designed to shut the engine down if low oil pressure or high engine temperature occurs.
- 2.10.5 Cooling System – Heavy-duty system designed for Arizona’s extreme heat shall also be equipped with radiator screen.
- 2.11 **Fuel System**- The fuel tank shall have a minimum capacity of 16 gallons.
- 2.12 **Transmission / Drive System**:

The transmission shall be a hydrostatic design that can be shifted between high and low range while on-the-fly and under power. Travel direction from forward to reverse shall be accomplished by moving the shuttle lever.
- 2.13 **Differentials**:

Heavy-duty design with manual lock-unlock capability.
- 2.14 **Frame**:

The frame shall be a heavy-duty formed and welded all steel design.
- 2.15 **Brakes**:

Brake system shall be heavy-duty hydraulic design with non-asbestos lining and standard parking brake.
- 2.16 **Electric System**:
 - 2.16.1 Volts – 12 Volt
 - 2.16.2 Battery – Heavy-duty maintenance free type with capacity to crank the engine sufficiently for starting at 0°F.
 - 2.16.3 Lighting – Unit shall be equipped with street-legal lighting; also, shall have a minimum of four (4) front-mounted working lights and one (1) rear.
 - 2.16.4 Horn - Electric – Horn button shall be positioned in the center of the steering wheel or on the steering column.
 - 2.16.5 Hour Meter – With re-settable job clock
 - 2.16.6 Speedometer/Tachometer – Dash mounted
 - 2.16.7 Fuel Gauge - Dash mounted
 - 2.16.8 Engine Temperature Gauge – Dash mounted
 - 2.16.9 Cruise Control – Shall be equipped with same.

2.17 **Power Steering:**

Automotive type with 2 or 4 wheel steering capability, molded high impact plastic or equal steering wheel with tilt.

2.18 **Suspension:**

Unit shall be equipped with heavy-duty suspension system on the front and rear.

2.19 **Cab:**

2.19.1 **Type** – Deluxe design, with air conditioning, heater, removable doors and approved ROPS/FOPS.

2.19.2 **Passenger Capacity** - Two

2.19.3 **Seats** – Operator’s seat shall be a heavy-duty adjustable suspension type with driver’s side armrest; passenger seat shall be heavy-duty adjustable cushion design. Three-point restraint system shall be supplied for both operator and passenger. **Operator head room shall be minimum 39” measuring from top side of seat cushion (seat non-weighted) to cab ceiling.**

2.19.4 **Mirrors** – Interior and exterior rear view mirrors shall be provided if available.

2.19.5 **Doors** – Removable, automotive swing open design with safety glass windows (darkest legal tinting). Door latches and locks shall be automotive design with keys.

2.19.6 **Windshield / Rear Glass** – Safety glass design with darkest legal tinting per AZ State Law. Rear glass shall have a safety screen installed.

2.19.7 **Windshield Wipers** – Dual

2.20 **Attachment System:**

Unit shall be equipped with a high-flow hydraulic system that has a minimum capacity of 36 GPM. Operating pressure for the hydraulic system shall be 3000 PSI. The system shall be a quick-disconnect type that is designed to operate all attachments offered by the manufacturer. Unit shall be equipped with all necessary controls including the joystick with lift-arm integrated float to make it a fully functional machine. Lift-arm support shall be included. Hydraulic system shall be designed to operate continuously at full capacity with ambient temperature at 122° F.

2.21 **Hydraulic Attachments and Operating Capability:**

One each of the attachments listed below shall be supplied with vehicle. Unit shall be equipped with all necessary hydraulics lines, hoses, quick-disconnects and controls for operating all attachments listed below.

2.21.1 Utility Grapple – 55”

2.21.2 Dozer Blade - 80” 6-Way

2.21.3 Whisker Push Broom - 72” (designed to quick attach to the 62” dirt bucket with two spring loaded pins).

2.21.4 Box Scraper – 68” with reversible cutting edges.

2.21.5 Trencher – LT213, or equal

2.21.6 Stump Grinder – SG60, or equal

2.21.7 Mower – 90”

2.21.8 Chipper – 8A, or equal

2.21.9 Angle Broom w/water nozzle kit

2.21.10 Auger Drive with one each 6”, 12”, 18”, 24” bits

2.22 **Loader:**

- 2.22.1 Rated Operating Capacity – 1500 lb.
- 2.22.2 Lift Height – 84” at pivot pin
- 2.22.3 Max. Reach – 35” at pivot pin
- 2.22.4 Roll-Back Angle – 21° at ground level
- 2.22.5 Dump Angle – 38° at full lift height
- 2.22.6 Controls – Pilot-controlled joystick with integrated float system.

2.23 **Tires:**

- 2.23.1 Quantity – Four (4)
- 2.23.2 Size – 27 x 10.5 – 15, six-ply, lug tread.
- 2.23.3 Spare – One like tire and wheel.

2.24 **Paint:**

Paint shall be manufacturer’s standard type and color.

2.25 **Hitch Assembly:**

Hitch shall be a receiver design, rear mount.

2.26 **Beacon Light Backup Alarm:**

One WHELEN, S360DAP, amber lens, multi-flash strobe beacon light with brush guard shall be installed on the top center of the cab with a control switch mount on the dash within easy reach of the operator. The backup alarm shall be water and shock resistant design meeting SAE J994 JUN80 criteria, installed in a protected location.

2.27 **Warranty:**

Minimum warranty acceptable shall be 12 months from the receiving date. Warranty shall cover all parts (including dealer installed items) and labor.

2.28 **General:**

Unit (s) shall be completely serviced, tested and ready for full operation before delivery. **Complete inspection shall be made prior to delivery to ensure compliance with specifications is adhered to.** Five (5) keys shall be supplied, each with 1” key rings and identification tags with serial number. Unit shall meet all AZ. State and Federal regulations (no exceptions) The following manuals shall be provided at the time of delivery; three (3) Comprehensive Operator’s Manual, two (2) each Maintenance, Electrical, Hydraulics, Drive-ability, and Component Overhaul manuals or equal information system, such as Subscription to Web Site, CD, or DVD, minimum (3) each. Basic operators training up to four (4) hours shall be provided, and least one (1) Safety Video provided. Training shall be scheduled at the time of delivery. Vendor shall supply Dealers Invoice, Manufacturer’s Certificate Of Origin, Warranty Paperwork and a copy of the Purchasing Order when the vehicle is delivered.

2.29 **DELIVERY:**

Delivery shall be F.O.B. Destination within 90 days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.30 **SHIPPING** DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.30.1 Contract Serial number.

2.30.2 Contractor's name and address.

2.30.3 Using Agency name and address.

2.30.4 Using Agency purchase order number.

2.30.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.31 **ACCEPTANCE:**

Upon delivery and/or successful installation, the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.32 **FACTORY** AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.33 **MODEL** / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

2.34 **ORDER** CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.35 INVOICES AND PAYMENTS:

2.35.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.35.1.1 Company name, address and contact
- 2.35.1.2 County bill-to name and contact information
- 2.35.1.3 Contract Serial Number
- 2.35.1.4 County purchase order number
- 2.35.1.5 Invoice number and date
- 2.35.1.6 Payment terms
- 2.35.1.7 Date of service or delivery
- 2.35.1.8 Contract Item number(s)
- 2.35.1.9 Description of Purchase (product or services)
- 2.35.1.10 Pricing per unit of purchase
- 2.35.1.11 Extended price
- 2.35.1.12 Arrival and completion time (if applicable)
- 2.35.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.35.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.35.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.36 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused

by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.3.4.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.5 ORDERING AUTHORITY.

- 3.5.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management.
- 3.5.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.5.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.5.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT OFFICER, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 EVALUATION CRITERIA.

- 3.7.1 The evaluation of bids shall be based on, but will not be limited to, the following:
 - 3.7.1.1 Compliance with specifications.
 - 3.7.1.2 Price.
 - 3.7.1.3 Determination of responsibility.
- 3.7.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.8 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) extra hard copy. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.10 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.10.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.10.2 **Mandatory:** Attachment “A”, Pricing;

3.10.3 **Mandatory:** Attachment “B”, Agreement; and

3.10.4 **Mandatory:** Attachment “C”, References.

3.10.5 **Mandatory:** Technical and Descriptive Sales Literature, if required.

3.10.6 Samples, if required.

3.11 POST AWAR UTILITY WORK VEHICLE (NIGP CODE 07022)D MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

BINGHAM EQUIPMENT COMPANY, 1651 S. COUNTRY CLUB DR., MESA, AZ 85210

PRICING SHEET: C234502/B0700103 NIGP CODE 07022

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__ YES _____ NO

1.0 PRICING

UNIT PRICE

1.1 One (1) or more UTILITY WORK VEHICLE
in accordance with specifications.

\$ 79,540.00

1.2 Manufacturer / Model: BOBCAT 5600 TOOL CAT

1.3 Warranty (define in writing here, attachments may be offered only as amplifying information):

12 Month Unlimited Hours

1.4 Delivery (days ARO): 45 Days

1.5 Cutoff dates for ordering any of the above items and options, if any. REQUIRED: 10/15/2007

Terms: Net 30

Vendor Number: W000000918 X

Telephone Number: 480-610-4000

Fax Number: 480-610-4128

Contact Person: Michael Clark

E-mail Address: michael.clark@binghamequipment.com

Company Web Site: www.binghamequipment.com

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2007.**